## ERRATA #1 REQUEST FOR PROPOSALS

## The Promenade

## San Buenaventura State Beach

September 3, 2010

To Prospective Bidders:

This Errata #1 presents modifications to the RFP and Sample Concession Contract for The Promenade at San Buenaventura State Beach. Modifications include:

- The title of The Promenade RFP and Sample Concession Contract has changed to Beach and Equipment Rentals;
- The goal of this RFP is to award two five year concession contracts with an option to extend for an additional five years to operate and maintain temporary facilities for beach and equipment rentals, food, beverage, sundry and souvenir sales, and catering services at San Buenaventura State Beach;
- Proposal Bond and Minimum Annual Rent requirements have been modified to reflect the changes within the RFP;
- The State will accept proposals, separately from this RFP, for one or more negotiated short-term concession contract(s) for up to two years for the operation of multiple food carts/stands at The Promenade in San Buenaventura State Beach.

The attached RFP Table of Contents and pages 1, 3, 4, 5, 6, 10, 16, 18, and 19 replace the respective pages of the RFP, and the attached Sample Concession Contract Index and pages 3 and 5 replace the respective pages of the Sample Concession Contract. The specific changes are highlighted. You may also view this information on the Concessions website at <a href="https://www.parks.ca.gov/concessions">www.parks.ca.gov/concessions</a>.

To obtain the revised Concession Proposal Form, DPR 398 or if you have questions, please call Laurie Blankenship Donaldson at (916) 654-8924 or e-mail <a href="mailto:lblan@parks.ca.gov">lblan@parks.ca.gov</a>.

Sincerely,

James A. Luscutoff, Chief

Jeruse Thousand

Concessions, Reservations, and Fees Division

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#### SECTION 1 - PROJECT SUMMARY

#### 1.1 GOAL & OBJECTIVES

#### Department Mission

The mission of California State Parks is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

## San Buenaventura State Beach - Declaration of Purpose

San Buenaventura State Beach was established to make possible the public outdoor recreational enjoyment of its sandy ocean beach and adjacent lands. All overnight and day-use recreational activities which are compatible with the scenic and natural integrity of the beach may be provided. Great care shall be exercised to assure that the facilities of the state beach are compatible with a high-quality environment for visitors and for the City of Ventura and that the development conforms to Department guidelines for public safety.

The relationship of the state beach and the City of Ventura and to the local surroundings shall be recognized in all activities planned, authorized, developed, and operated in the unit.

### Goal of this Request for Proposals (RFP)

The goal of this RFP is to award a two five (5) year concession contracts with an option to extend for an additional five (5) years to proposer(s) who have the experience, knowledge, enthusiasm, creativity, resources, and financial capability to successfully operate and maintain up to seven (7) mebile concession stands/earts and other temporary facilities for the provision of beach and equipment rentals, food, beverage, sundry and souvenir sales, equipment rentals, and catering services at various locations at within San Buenaventura State Beach.

#### The Promenade

This concession opportunity includes the option to negotiate a short-term contract(s) up to two years to operate mobile concession stands/carts for provision of food, beverage, sundry and souvenir sales at the Promenade location marked as Exhibit A1 of the Sample Concession Contract

## Objectives of this RFP

- Optimize visitor experience by offering quality products and services at reasonable prices to park visitors;
- Contribute to the Department's mission to "provide for the health" of Californians by promoting the importance of healthy, locally and sustainably grown, organic foods;
- Promote safe, enjoyable, and outstanding recreational experiences, with excellent service, for a diverse group of park visitors;
- Promote public interest in the park through marketing strategies that complement the park's operations.

## Historical Significance

Of particular importance to the State Beach, is the architectural style derived from the late 1950's and early 1960's, during which the park was initially designed and constructed. Noted by exaggerated horizontal elements, flat roofs, and structures free of decorative ornaments and/or other non-essential building details, this style can be seen within the park as well as throughout the Ventura downtown and residential areas. The landscape in the area is heavily affected by both coastal habitats and the prevalence of agriculture. A combination of plant communities from coastal natives to Mediterranean ornamentals can be found mixed within the facility and throughout the adjacent city.

Since its establishment as a State Beach day-use facility in 1962, San Buenaventura State Beach has provided coastal recreational opportunities to visitors and the surrounding community of the City of Ventura. Understanding the unique characteristics of the existing State Beach facilities is imperative to ensuring the San Buenaventura State Beach Design Guidelines remain consistent with the original intent and design of the State Beach.

#### **Future Site Plans**

Although many future renovations and improvements to the State Beach will involve additions and remodels, it is expected that all projects, regardless of scope, will strive to implement the principles outlined in the San Buenaventura State Beach Design Guidelines. These guidelines are available at <a href="https://www.parks.ca.gov/concessions">www.parks.ca.gov/concessions</a>.

San Buenaventura State Beach offers recreational opportunities at the interface of the City of Ventura and the natural environment of the Pacific coast. To help ensure the continued enjoyment of high-quality outdoor recreational opportunities, preservation of the facility's scenic value and unique natural resources, as well as to welcome visitors from the surrounding community and abroad, it is necessary to construct the framework by which all improvements and renovations should originate. The framework, as set forth in the San Buenaventura State Beach Design Guidelines, supports the vision of San Buenaventura State Beach.

Types of concession operations to be considered en the Premenade at San Buenaventura SB include:

- Bicycle Rentals
- Beach Supplies
- Food and Beverages

### 1.3 CONTRACT SUMMARY

It is critical that proposers be familiar with and understand all the terms and conditions of the Sample Concession Contract (included herein). The proposal should be based on the requirements of this contract in its entirety. The successful proposer has 30 days to review and sign the awarded contract. The successful proposer shall be expected to accept the provisions of the Sample Concession Contract as written. If necessary, minor clarifications, approved by staff counsel, the Department of General Services, and the Attorney General, may be made prior to contract execution. The intent of the contract is to provide the public with high-quality, reasonably priced goods and services in an authentic manner and atmosphere that enhances the visitor's recreational

experience and the educational, natural, and cultural resources of the park. The term of the each contract is for a period of five (5) years with an option to extend for an additional five (5) years. Summary descriptions of some of the important contract provisions are described below.

## At a minimum, the successful proposer(s) will be required to:

- 1. Provide for the operation and maintenance of up to seven (7) mobile concession stands/carts, equipment rentals, and catering services to enhance the public use and recreation at San Buenaventura State Beach: of equipment rentals and retail sales to the public, which may include, but is not limited to, bicycles, bodyboards, or other recreational equipment at Location A; and beach related goods and services, which may include, but is not limited to, the rental of umbrellas, chairs, tables, towels, recreational equipment and the sale of food, sundries, souvenirs and catering of group events at Location B. All goods and services are to enhance the public use and recreation at San Buenaventura State Beach.
- Pay as annual rent the amount presented in the proposal, which, at a minimum, shall be the
  greater of Twenty Thousand Dollars (\$20,000) or Ten Percent (10%) of Gross Sales
  Sixteen
  Thousand Dollars (\$16,000) or Ten Percent (10%) of Gross Sales at Location A and Four
  Thousand Dollars (\$4,000) or Ten Percent (10%) of Gross Sales at Location B.
- Adhere to an Operation Plan, Facility Improvement Plan, and Interpretive Plan as specified in Proposal Instructions that clearly demonstrates the proposer's plan to provide accessible services and facilities that comply with ADA guidelines. The plans will become part of the contract subject to State review and approval.
- Maintain the premises, facilities, furnishings, and equipment in good condition in accordance with Department standards and contract provisions.
- Provide a continuing Performance Bond in the amount of six months Minimum Annual Rent, as bid.
- Pay for all taxes applicable to the operation of the concession, including possessory interest taxes, and all utility services as required by the contract.
- Provide liability and fire insurance as required by the contract.
- Obtain all necessary licenses, permits, and approvals as set forth in the contract and abide by all applicable health, safety, and environmental codes and regulations.
- Comply with the letter and spirit of current and subsequent guidelines or plans, including General Plan amendments or updates, management and interpretive plans, historic structure reports, and others.
- Demonstrate compliance with labor laws as specified in the RFP.

## The successful proposer will not:

- Provide or sell items or services considered inappropriate, deemed objectionable, or denied by the State.
- Charge prices in excess of those approved by the State.
- Promote or participate in activities that are incompatible with the rules, regulations, guidelines, or the mission of the Department.

Note: This contract summary is for general information only. Terms and conditions are set forth in detail in the Sample Concession Contract.

#### SECTION 2 - THE RFP PROCESS

## 2.1 PROPOSAL PROCESS

## Tentative Proposal Dates

July 23, 2010	Opening Date - Publication of the RFP
August 3, 2010	Optional Pre-Proposal Meeting
August 17, 2010	Questions - Last date for proposers to submit written questions
August 31, 2010	Answers - DPR written responses to questions
October 7, 2010	Closing Date - Deadline for proposal submission
October 2010	Investigation and evaluation of Proposals
November 9, 2010	Notification of "Intent to Award Contract"
November 2010	Award, preparation, and execution of contract
January 2011	Five (5) year contract <mark>s</mark> begin <mark>s</mark>

**Note:** This schedule does not consider unforeseen factors that could impact the timing of the project. It is the intent of the State to keep proposers apprised of changes in the schedule as they occur. Should the award of the contract be protested, additional time will be required to resolve the matter.

#### Optional Pre-Proposal Meeting

It is strongly recommended that the proposer or designated representative attend the optional pre-proposal meeting at 6:00 p.m., on August 3, 2010 at San Buenaventura State Beach, 911 San Pedro Street, Ventura, California, 93001. The meeting provides an equitable forum for all proposers to:

- Meet local Department staff;
- Learn about the RFP process, including procedures for questions and answers, proposal submission, and contract award;
- Inspect the concession site and receive information on the park and facility history and Department plans for the park and the concession;
- Review the RFP document.

## RFP Content Questions

Questions regarding this RFP must be submitted in writing and received no later than 5:00 p.m., on August 17, 2010. To ensure fair competition, all proposers will receive the same information and materials; no telephone or personal inquiries about this RFP will be answered. Questions will be submitted in writing to the Department by email or fax at the address and phone numbers listed below. A written compilation of all questions and answers, and any RFP addenda, will be posted at <a href="www.parks.ca.gov/concessions">www.parks.ca.gov/concessions</a> and sent by first-class mail to all identified potential proposers. Questions will be answered as clearly and completely as possible without jeopardizing the competitiveness of the proposals.

Proposers should send their questions addressed to:

California Department of Parks and Recreation
Concessions, Reservations, and Fees Division, Room 1442-13
P.O. Box 942896
Sacramento, California 94296-0001
Attn: Laurie Blankenship Donaldson

Fax: (916) 657-1856 lblan@parks.ca.gov

#### **Proposal Bond**

Proposals must be accompanied by a Proposal Bond or cashier's check payable to the State of California, Department of Parks and Recreation, in the amount Two Thousand Five Hundred Dollars (\$2,500) for Location A and/or One Thousand Dollars (\$1,000) for Location B. By submitting a proposal bond the proposer agrees that the bond may be cashed and retained by the State. If a cashier's check is submitted it will be cashed by the State. In the event the proposer fails to execute the contract, the bond or cashier's check will be retained by the State. Further, by submitting a proposal, proposer agrees that the State will suffer costs and damages not contemplated otherwise should proposer be awarded the contract but fail to execute and proceed with the contract, the exact amount of which will be difficult to ascertain. Accordingly, it is agreed that such retained sums shall not be deemed a penalty, but, in lieu of actual damages, shall represent a fair and reasonable estimate of damages to the State for failure of the proposer to execute and proceed with the contract upon notification of award by the State. Bonds will be returned to all proposers once a contract is signed by the best responsible bidder.

#### Proposal Submission

The proposal, including the Proposal Bond, must be received by 2:00 PM on October 7, 2010 at:

California Department of Parks and Recreation
Concessions, Reservations, and Fees Division, Room 1442-13
1416 Ninth Street
Sacramento, California 95814

## **Proposal Format & Content**

The proposal package must be sealed and clearly marked on the outside with "Proposal for The Promonado Beach Rentals and Equipment Rentals at San Buenaventura SB". Please submit an original plus **seven (7)** copies of the proposal in 8.5" x 11" three-ring binders. All material should be presented in an 8.5" x 11" portrait format with tabs for each section. Larger formatted graphic exhibits are acceptable if folded to fit within the 8.5" x 11" three-ring binder.

## Submission of Multiple Proposals

Each of the two contracts will be awarded and executed separately. Proposers interested in receiving multiple contracts must submit a separate proposal (including an original plus seven (7) copies of each proposal) for each concession contract. If the proposer is selected as a Best Responsible Bidder for more than one contract but wishes to accept only one contract, the proposer may withdraw a proposal from consideration for the additional contract of the proposer's choice without penalty of forfeiture of the Proposal Bond.

#### SECTION 3 - THE PROPOSAL

### 3.1 INSTRUCTIONS FOR THE CONCESSION PROPOSAL

A completed Concession Proposal form (also known as DPR 398) and a Proposal Bond will constitute the proposal. Proposer must complete all sections, respond to all questions, and fill in all blanks of the form. Inapplicable questions or blanks must be marked "N/A" or "Not Applicable". Failure to properly complete the form may disqualify the proposal.

In terms of this RFP, proposer must submit a separate DPR 398 for each contract. If proposer submits proposals for both contracts, but wishes to be awarded only one contract, the proposer must select their first and second choice in the appropriate box on page 1 of each DPR 398. If proposer wishes to be awarded both contracts, the proposer must select both contracts as their first choice.

The proposal must be clear and unambiguous. It should clearly commit the proposer to enter into a contract with the State to provide the services and other concession improvements as required by this RFP and offered in the proposal. Financial commitments must be made and conditional only on contract execution.

The submission of a proposal shall be deemed evidence that the proposer is aware of the responsibilities of being a concessionaire and have carefully examined State laws relating to California State Park concessions; possessory interest tax as related to concessions; the site(s) selected for said concession; obligations and responsibilities related to local control agencies and permitting requirements; and the proposal instructions, proposal form, and the sample concession contract included herein.

Promenade Stands: If proposer(s) are interested in the operation of mobile carts/stands at the Promenade location, the interested party must request a separate Concession Proposal form (DPR 398) to describe the proposed operation under a negotiated contract term of up to two (2) years.

### I. PROPOSER INFORMATION

## A. Proposer Identification

### Incumbent Factor

The incumbent concessionaire is defined as the individual, partnership, Limited Liability Company or corporation that currently operates the concession advertised in this RFP. Such concession operation must be at the same site, comprise the same type of operation(s), and provide substantially the same types of products and services as those specified in the RFP. Incumbent proposals are awarded points based on annual Performance Evaluations (DPR 531) performed by the State. Poor Performance Evaluations may result in negative point scores.

#### Small Business Status

Preference will be granted to proposers properly certified as Small Businesses as defined in Title 2, Section 1896, et seq., <u>California Code of Regulations</u>. To claim this preference, proposals must include a copy of the Small Business Certification and

## C. Interpretive Plan

The Interpretive Plan should address each of the following elements and demonstrate an understanding of the park's interpretive programs, and contribute to the overall interpretive messages of the park.

## Proposer's Relevant Experience

Describe proposer's experience, knowledge, skills, and abilities to develop and operate an interpretive program.

### Business' Interpretive Theme

Describe the interpretive theme of the business including the specific years to be interpreted ("interpretive period").

### Business' Ambiance

Describe plan to develop and implement historical ambiance including such things as environment, furnishings, signs, advertising, and equipment.

## Primary Education

Describe plan to provide an educational experience for school age (K-8) children.

As a condition of the contract award, the successful proposer may be required to revise or further develop the Interpretive Plan to the satisfaction of the State and prior to the execution of the contract. After the State's review and approval, the Interpretive Plan from the successful proposer shall be included as an exhibit to the contract.

#### D. Rental Offer

The concessionaire will be required to pay as annual rent a guaranteed amount (Rental Guarantee) or a Percentage of Gross Sales, whichever is greater. Proposers shall bid both the Rental Guarantee and the Percentage of Gross Sales as specified in the Concession Proposal form (DPR 398). For the purposes of this RFP, the Rental Guarantee must be at least Twenty Thousand Dollars (\$20,000) or Ten Percent (10%) of gross receipts, whichever is greater Thousand Dollars (\$16,000) or Ten Percent (10%) of gross receipts, whichever is greater for Location A and at least Four Thousand Dollars (\$4,000) or Ten Percent (10%) of gross receipts, whichever is greater for Location B.

Any offer below the minimum rent requirements will result in proposal disqualification.

Minimum Annual Rent for the Promenade concession stand operations is not subject to these required amounts and may be negotiated based on proposal.

### E. Concession Feasibility

Document proposer's ability to successfully initiate the proposed concession in a financially responsible manner, in accordance with the terms and conditions of the sample contract and the Operation, Facility Improvement, and Interpretive Plans (as applicable). This information must substantiate proposer's ability to: develop, furnish, equip, operate and maintain the concession in a high-quality manner; provide the public with quality products and services at reasonable and competitive prices; pay the State the rental offered; and provide a reasonable return on the investment. Fiscal documentation that will be considered in awarding points includes a financial pro forma;

#### 3.2 PROPOSAL EVALUATION CRITERIA

A proposal to operate the Promenade stands under a short-term negotiated contract will be evaluated separately from the process described below.

### Incumbent Preference

5 Points

Incumbent proposals are awarded points based on annual Performance Evaluations (See DPR 531 in the Sample Concession Contract) performed by the State as follows:

Overall Rating of Evaluation	Number of Years Rating Was Received	Points Awarded
"Excellent"	3 out of last 3 years	5 points
"Excellent" with no "needs improvement" or "unsatisfactory"	2 out of last 3 years	3 points
"Excellent" with no "needs improvement" or "unsatisfactory"	1 out of last 3 years	2 points
Satisfactory	3 out of last 3 years	1 point
"needs improvement" or "unsatisfactory"	1 out of last 3 years	- 1 point
"needs improvement" or "unsatisfactory"	2 out of last 3 years	- 3 points
"needs improvement" or "unsatisfactory"	3 out of last 3 years	- 5 points

#### Small Business Preference

5 Points

Five points will be awarded to those proposers who have a complete and certifiable application on file with the Office of Small Business Certification.

Experience 10 Points

For the purposes of this RFP, proposers should have a minimum of one (1) year experience owning, managing, or operating a business of similar size, type, and scope as the concession operations set forth and envisioned by this RFP. The proposer will be rated according to the years of relevant experience as verified by references and the quality of experience as it relates to the business described in this RFP. In addition, points are awarded for experience contracting with public agencies.

Operation Plan 25 Points

A maximum of twenty-five (25) points will be awarded based upon the degree to which the proposal addresses each of the elements described in Section II Proposal Information and identified in the DPR 398, Concession Proposal.

### Facility Improvement Plan

15 Points

A maximum of fifteen (15) points will be awarded based upon the degree to which the proposal addresses each of the elements described in Section II Proposal Information and identified in the DPR 398, Concession Proposal.

Interpretive Plan 10 Points

A maximum of ten (10) points will be awarded based upon the degree to which the proposal addresses each of the elements described in Section II Proposal Information and identified in the DPR 398, Concession Proposal.

Rental Offer 30 Points

For the purpose of assigning points in the Proposal Evaluation, the highest acceptable rental offer\* for each category of rent required (Rental Guarantee and Percentages of Gross Sales) will be assigned the maximum points available for that category. Each lower rental offer will be assigned points in relation to the highest rental offer as follows:

## Location A:

Rental Guarantee (Minimum bid is \$24 (Bid Amount) minus (\$20,000) (Highest Bid Amount) minus (Guara	(\$16,00	<u>0)</u> X	15 points	= point
Percentage of Gross Sales (Minimum (Bid Amount) (Highest Bid Amount)	bid is 10 X	0%) 15 points	=	points
Location B:				
Rental Guarantee (Minimum bid is \$4,	.000)			
(Bid Amount) minus (\$4,000) (Highest Bid Amount) minus (Guara	X		=	points
, ,		•		
Percentage of Gross Sales (Minimum	bid is 1	0%)		
(Bid Amount)	X	15 points	=	points
(Highest Bid Amount)				

<sup>\*</sup>Note: the highest bids received may not be considered acceptable. Proposers may be required to prove to the satisfaction of the State their ability to operate a successful business under their rental offer. Failure to prove this ability will be cause to disqualify the proposal. In this case, the second highest acceptable bid would be used to calculate points awarded.

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twelve (12) months therefrom, and continuing from each anniversary throughout the term of the Contract.

### 4. RENT

Concessionaire shall pay, without offset, deduction, prior notice, or demand, as "Minimum Annual Rent" the sum of Twenty Thousand Dollars (\$20,000) Sixteen Thousand Dollars (\$16,000) [or as bid] or Ten Percent (10%) [or as bid] of gross receipts, whichever sum is greater for Location A, as shown on Exhibit A1 and Exhibit A2 attached hereto and/or Four Thousand Dollars (\$4,000) [or as bid] or Ten Percent (10%) [or as bid] of gross receipts, whichever sum is greater for Location B as shown on Exhibit A2, attached hereto.

Beginning with Contract Year Six (6) and on the first day of each fifth Contract Year thereafter, the Minimum Annual Rent shall be adjusted to reflect changes in the Consumer Price Index (CPI). Such CPI adjustments shall be made in accordance with the procedure set forth in **Exhibit B**, attached to and made a part of this Contract.

Concessionaire shall make payment of Minimum Annual Rent and other payments to State in lawful money of the United States. However, if any payment made by a check, draft, or money order is returned to State due to insufficient funds or otherwise, State shall have the right, at any time after the return, upon written notice to Concessionaire, to require Concessionaire to make all subsequent payments in cash or by cashier's or certified check.

Beginning with the fifteenth (15<sup>th</sup>) day of the month following the execution of the Contract, and on or before the fifteenth (15<sup>th</sup>) day of each month thereafter, Concessionaire shall furnish to State a verified statement of the concession's gross receipts for the preceding month. Such statement shall be submitted on Form DPR 54, "Concessionaire's Monthly Report of Operation", attached hereto as **Exhibit G**, or in a format previously approved by the State, and shall specify the current period and cumulative total of gross receipts for the concession through the end of the preceding month for the then current Contract Year. Concurrent with such monthly statement, the Concessionaire shall pay to State the appropriate rental fee for the preceding calendar month as prescribed above. Payments to State shall be made to the order of the Department of Parks and Recreation and delivered to the District Office identified herein below or at such other location as may from time to time be designated by State. If, at the end of the Contract Year, the total of monthly percentage rental payments made (or due) during that Contract Year is less than the Minimum Annual

become due and payable. The amount due shall be deemed to be the greater of: (a) the Minimum Rent provided herein, or (b) an amount based upon the average of the payments that have accrued to State as percentage rent during the twenty-four (24) months preceding the termination or cessation of business, unless the termination or cessation occurs within three (3) years of the beginning of the Contract term, in which event the previous twelve (12) (or fewer, if applicable) months shall be used as the basis of this average.

### 5. USE OF PREMISES

The Premises shall be used by the Concessionaire for the operation and maintenance of up to seven (7) mobile concession stands/carts in the Promonade area of San Buenaventura SB as shown on Exhibit A1 for the provision of feed and beverage cales, which may include, but is not limited to, het degs, sandwiches, ise cream and/or shaved ice, coffee, and sundries. Concessionaire shall also provide temporary facilities in the San Buenaventura SB location(s) as shown on Exhibit A1 and Exhibit A2 to be used for provision of equipment rentals, and retail sales to the public, which may include, but is not limited to, bicycles, bodyboards, or other recreational equipment at Location A, as shown on Exhibit A1 and Exhibit A2 and beach rentals, retail sales, and food and beverage sales, which may include, but is not limited to, umbrellas, chairs, tables, towels, sundries, souvenirs, and catering services for group events at Location B, as shown on Exhibit A2.

Concessionaire shall provide safety and user information instructions to each bicycle rider or user of recreational equipment before departure. Helmets and locks shall be available to all bicycle riders at no additional charge and helmets shall be required for all bicycle riders under 18 years of age. Low slung wheeled equipment shall be equipped with pennant for safety. Routine maintenance and safety checks shall be conducted on all equipment daily. All equipment shall be maintained at the highest possible level.

Concessionaire shall develop cycle related programs that support business and groups and special bike theme days for youth oriented non-profit groups. Concessionaire shall also develop a trail map similar to those developed for other locations. This map shall be available for State Park as well as Concessionaire use. Concessionaire and the State shall work closely to coordinate both Concessionaire sponsored and State managed events to ensure that there are no conflicts.

# **EXHIBIT A2 – THE PREMISES**

